

Terms and Conditions

The following requirements must be followed in accordance with the Traveling Exhibit Program –

NPG 1387.1 - NASA Exhibits Program

Section 5.1.4 - No admission fee shall be charged for viewing a NASA exhibit. A NASA exhibit may, however, be included as part of a larger exposition that charges an admission fee, such as a state fair, but the NASA exhibit may not be the major attraction of any such event, nor may there be a separate admission for the NASA exhibit. (See Section 5.3. below.)

- NASA exhibits are available for professional, trade, civic, educational, or public service events. However, use of a NASA exhibit shall not give unfair commercial advantage. This exception normally rules out individual businesses and advertising uses, but not events that public relations firms organize for educational sponsors.
- NASA exhibit used for fund raising events benefiting a single organization or events sponsored by religious or political groups are generally not allowed.
- Sponsors assume all shipping expenses associated with the loaned exhibit.
- Sponsors must provide suitable labor to unload, uncrate, set up and take down, crate and load aboard the common carrier. All other expenses including property insurance, adequate indoor storage of empty crates, daily exhibit maintenance, utility hookup, also are borne by the sponsoring organization.
- Title to NASA exhibits remains with the Government. Sponsors must maintain adequate property control records for NASA exhibits in accordance with sound business practices.
- Sponsors agree to pay all expenses relating to the exhibit's operation while in custody of said sponsor. During this period the sponsor assumes responsibility for any loss, or damage to the exhibit, except for reasonable wear and tear. The sponsor shall contact the NASA Goddard Exhibit Manager before attempting repairs to NASA exhibit.
- Sponsors assume responsibility for any liability, damage or injury to persons or property arising out of, or in any way connected with, the sponsor's possession or use of the exhibit(s), and shall hold the Government harmless against any claims arising hereunder.
- Federal law prohibits any member of, or delegate to the U.S. Congress, or Resident Commissioner, from sharing in or benefiting from this agreement.
- NASA maintains the right to assign an Exhibits Specialist to supervise the uncrating, set-up and tear down of large, complex exhibits. All costs associated with this service shall be borne by the sponsor. The NASA Goddard Exhibit Manager shall notify the sponsor when it is necessary for an Exhibits Specialist to be on site.
- Sponsors may be required to carry insurance covering loss or damage to the exhibit(s), persons, or property. The requirement of insurance and the minimum amount (if specified) will be shown in the Exhibit Loan Agreement. Insurance is required for exhibits loaned to state, county, municipal, and city entities, including organizations such as educational institutions established by those entities.
- Exhibits shall be displayed indoors unless NASA Goddard Exhibits Manager provides a written exception to the sponsor. The sponsor and NASA Goddard Exhibits Manager shall agree to the

specific location(s) of exhibits prior to final approval of the loan agreement. The sponsor must obtain additional approval(s) prior to moving the exhibit to different location.

- Sponsors shall not assign to another person or entity this agreement or any part of the rights under this agreement, except as otherwise agreed in writing by NASA.

5.3 Evaluation Guidelines

The following are guidelines for evaluating requests for NASA exhibits, which have commercial overtones:

Acceptable

- a. An event at a shopping center, whether sponsored by the shopping center, civic group, or trade association, regardless of whether the sponsor works through a professional organizer, and provided no admission is charged, and no special sales promotion event is connected with the appearance of NASA articles.
- b. Civic event, local, county, or State, regardless of whether general admission is charged.
- c. Fund-raising events for nonprofit charitable institutions, if sponsored by a government organization or civic group representing more than one sponsor and more than one beneficiary, e.g., United Fund or Chamber of Commerce.
- d. Trade association event, e.g., auto show, flower show, or home show, regardless of whether sponsor works through a professional organizer, and whether general admission is charged, provided event is nonprofit, or proceeds are donated to charity, and organizer (if any) is paid a flat fee.
- e. Events where NASA exhibits and participation are incidental to main event, even though main event is private and profit-making, e.g., sports events, provided the size of the audience makes it worthwhile for NASA.

Not Acceptable

- a. If the display is at one place of business, such as an individual store, department store or chain store, or if the event involves only one product, service, or manufacturer.
- b. Events where a special admission is charged to view NASA articles.
- c. If the sponsoring or beneficiary group is religious, political, or one whose purpose is contrary to public policy, or one which unlawfully discriminates on the basis of race, color, religion, sex, or national origin.
- d. Events organized by a professional organizer, where admission is charged, and the professional organizer retains all profits where their fee is on a percentage basis, as opposed to a flat fee.